

RECORDING REQUESTED BY: NATIONAL PARK SERVICE

12/30/86

.DINST

TICOR TITLE  
INSURANCE  
COMPANY

15

After Recording, Return to:

AREA: Channel Islands, N.P.

National Park Service, Western Region  
Division of Land Resources  
450 Golden Gate Avenue  
Post Office Box 36063  
San Francisco, California 94102 Tract: 102-01  
PER SEC. 6103 OF THE GOVERNMENT CODE  
NO TRANSFER TAX DUE.

APNS 199-020-1 to 50  
AND 199-030-1 to 44

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

- I. THE VICKERS COMPANY, LTD., a California corporation, as to an undivided fifty percent (50%) interest;
- II. JAMES VAIL WILKINSON, a married man, as his separate property, as to an undivided fifteen percent (15%) interest;
- III. NATHAN RUSSELL VAIL, a married man, as his separate property, as to an undivided seven and one-half percent (7½%) interest;
- IV. MARGARET VAIL WOOLLEY, a married woman, as her separate property, as to an undivided seven and one-half (7½%) interest; and
- V. ALEXANDER LENNOX VAIL, a married man, as his separate property, as to an undivided twenty percent (20%) interest.

hereinafter called "Grantors", in consideration of Twenty Nine Million, Five Hundred Eighty Thousand Two Hundred Fifty and no/100ths (\$29,580,250.00) DOLLARS, receipt of which is hereby acknowledged, do hereby grant and convey to the UNITED STATES OF AMERICA and its assigns, the following described property located in the County of Santa Barbara, State of California containing 53,364.00 acres, more or less; to wit:

All of Santa Rosa Island as per U.S. Government Survey of 1862, being the same land and premises patented by the United States of America, October 3, 1871, to M.C. De Jones, et al., which patent was recorded July 20, 1874, in the office of the recorder of said county in Book "A," page 202 of Patents.

EXCEPT therefrom any portion of said land lying outside of the meander lines of Santa Rosa Island, according to the patent recorded July 20, 1874, in Book "A" page 202 of Patents, in the office of the Santa Barbara County recorder.

ALSO EXCEPT therefrom any portion of said land that: (a) may have become tide or submerged lands by reason of erosion or avulsion or (b) may be outside of the land described in said patent.

TOGETHER WITH all buildings and improvements thereon and all water rights appurtenant thereto and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

The Grantors grant and convey to the United States of America and its assigns the fee simple title to the above-described land subject to existing easements for public roads and highways, public utilities, railroads, and pipelines, if any.

The Grantors further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the Grantors may have in the banks, beds, and waters of any streams bordering or in any appropriative water rights appurtenant to the said lands hereby conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting, adjoining, or appurtenant to said land and in any means or ingress or egress appurtenant thereto.

RESERVING unto the Grantors, their assigns, heirs and/or successors in interest the right of the residential use and occupancy for a period of twenty-five years, commencing on the date hereof, of those portions thereof and under such terms, conditions and restrictions as are described and set forth in Exhibit "A" and depicted on Exhibit "B" both of which exhibits are attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto said UNITED STATES OF AMERICA and its assigns, forever.

#### FOR THE USE OF THE NATIONAL PARK SERVICE

This conveyance is made subject to the express condition that should the United States Supreme Court consider Plaintiffs' petition for rehearing from the Court's initial denial of the Plaintiffs' Petition for Writ of Certiorari in the case of United States ex rel. Chunie, et al., v. Marie Ringrose, et al., No. 86-748 from the decision of the Ninth Circuit Court of Appeals, in which case the Plaintiffs challenged the ownership by the Grantors of this property, and the U.S. Supreme Court fail to deny such petition for rehearing by March 31, 1987, then all right, title, interest and obligations, including the responsibility to defend title to said property, shall and will immediately and automatically revert, without any further action necessary, to said Grantors, and the United States shall receive immediately, repayment of the consideration paid hereunder together with title insurance costs, escrow and closing costs and any other related cost or monies arising out of

this transaction asset out in the escrow instructions dated on or about December 24, 1986, from the United States to Ticor Title Insurance Company in their escrow account number 13-16498.

And the Grantors, for themselves, their successors and assigns, do hereby covenant with the Grantee and its assigns that the Grantors are lawfully seized and possessed of the herein described property in fee simple; that the same is free and clear of all encumbrances (except for covenants, easements and restrictions of record, if any); that the Grantors have the right to sell and convey said property; that the Grantors Warrant, specially and generally, the title thereto, that the Grantors, their successors and assigns will defend the same unto the Grantee and its assigns against all lawful claims and demands thereof by others and will issue such further assurances as the grantee and/or its assigns may request.

EXECUTED this 29th day of December, 1986.  
WITNESSES:

WITNESS: Stephen O Moser James Vail Wilkinson (SEAL)  
James Vail Wilkinson

WITNESS: Stephen O Moser Nathan Russell Vail (SEAL)  
Nathan Russell Vail

WITNESS: Stephen O Moser Margaret Vail Woolley (SEAL)  
Margaret Vail Woolley

WITNESS: Stephen O Moser Alexander Lennox Vail (SEAL)  
Alexander Lennox Vail

(CORPORATE SEAL)

THE VICKERS COMPANY, LTD.,  
A California Corporation

ATTEST: Thomas H. Crawford  
Thomas H. Crawford  
Secretary

By R. E. Naftzger  
John V. Crawford R.E. NAFTZGER  
Vice-President

County of Los Angeles                    )  
  ) ss.  
State of California                    )

On this 24 day of December, 1986, Carole M. Lesly  
\_\_\_\_\_, A Notary Public in and for said County  
and State, residing therein, duly commissioned and sworn,  
personally appeared JAMES VAIL WILKINSON known to me (or  
proven to me on the basis of satisfactory evidence) to be  
the person whose name is subscribed to the within instru-  
ment, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the  
same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my Official Seal the day and year in this certificate first  
above written.



Carole M. Lesly  
Notary Public in and for said  
County of Los Angeles  
State of California  
My Commission Expires: 6-5-90

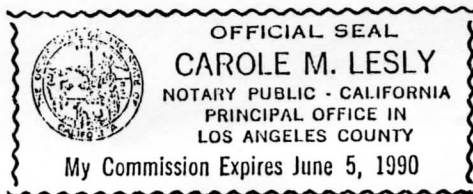
County of Los Angeles )  
 ) ss.  
State of California )

On this 29th day of December, 1986, Carole M. Lesly, A Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared NATHAN RUSSELL VAIL known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name 6 subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



Carole M. Lesly  
Notary Public in and for said  
County of Los Angeles  
State of California  
My Commission Expires: 6-5-90



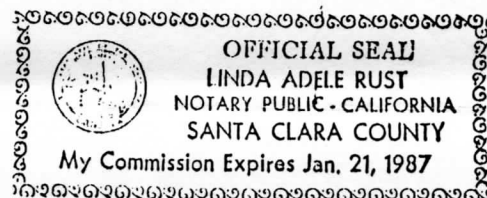
STATE OF CALIFORNIA }  
COUNTY OF SAN FRANCISCO } §

On December 24, 1986 before me, the undersigned, a Notary Public in and for said State, personally appeared STEPHEN MOSER, personally known to me to be the person whose name is subscribed to the within Instrument, or proved to be such by the oath of a credible witness who is personally known to me, as being the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in Los Angeles County, California, and that said witness was present and saw JAMES VAIL WILKINSON and NATHAN RUSSELL VAIL and MARGARET VAIL WOOLLEY and ALEXANDER LENNOX VAIL, personally known to said witness to be the same persons described in and whose names are subscribed to the within and annexed Instrument as parties thereto, execute and deliver the same, and that affiant subscribed his name to the within Instrument as a Witness.

WITNESS my hand and official seal.

Linda Adele Rust  
Linda Adele Rust

My Commission Expires: January 21, 1987

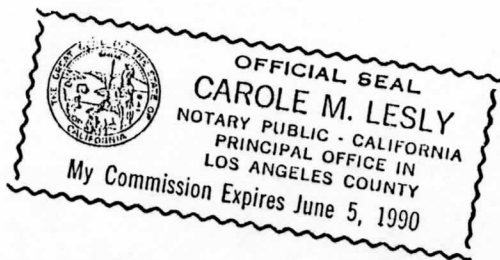




County of Los Angeles                    )  
  ) ss.  
State of California                    )

On this 29th day of December, 1986, Carole M. Lesly, A Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared MARGARET VAIL WOOLLEY known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

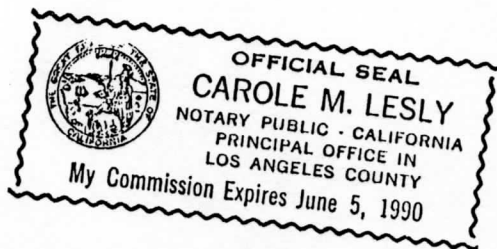


Carole M. Lesly  
Notary Public in and for said  
County of Los Angeles  
State of California  
My Commission Expires: 6-5-90

County of Los Angeles       )  
                                      )  
State of California       ) ss.

On this 29th day of December, 1986, Carole M. Lesly, A Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ALEXANDER LENNOX VAIL known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

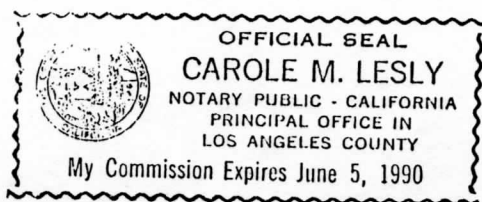


Carole M. Lesly  
Notary Public in and for said  
County of Los Angeles  
State of California  
My Commission Expires: 6-5-90

County of Los Angeles                    )  
  ) ss.  
State of California                    )

On this 26th day of December, 1986, Carole M. Lesly,  
Lesly, A Notary Public in and for said County  
and State, duly commissioned and sworn, personally appeared  
R. E. Ruffner, personally known to be (or  
proven to me on the basis of satisfactory evidence) to be  
the person whose name subscribed to the within instru-  
ment as Vice President of THE  
VICKERS COMPANY, LTD and acknowledged to me that the  
he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my Official Seal the day and year in this certificate first  
above written.



Carole M. Lesly  
Notary Public in and for said  
County of Los Angeles  
State of California  
My Commission Expires: 6-5-90



(Corporation)

COUNTY OF

**SS.**

~~proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the~~ Secretary of the Corporation  
that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal

**Signature**



OFFICIAL SEAL  
CAROLE M. LESLY  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
Commission Expires June 5, 1990

(This area for official notarial seal)

**CONDITIONS OF RIGHTS OF USE AND OCCUPANCY  
OF NONCOMMERCIAL RESIDENTIAL PROPERTY**

**1. Definitions**

(a) "Reservors" are: ALEXANDER LENNOX VAIL; JAMES VAIL WILKINSON; NATHAN RUSSELL VAIL; MARGARET VAIL WOOLEY; and THE VICKERS COMPANY, LTD., A CALIFORNIA CORPORATION who are the same persons and the corporation conveying the land to the United States of America and who have reserved a right of use and occupancy pursuant to 16 U.S.C. 410ff-1(d) for noncommercial residential purposes over a portion of the land.

(b) "Reserved Premises" consists of those three rectangular areas (133 feet by 112 feet, 900 feet by 350 feet, and "storage shed"), together with all existing structures and/or improvements located thereon, as depicted upon the attached Exhibit C.

**2. Use and Occupancy**

The Reserved Premises shall be used only for noncommercial residential purposes and the premises shall not be used for any commercial, industrial, mining or similar use, or for the accommodation of any paying guests for a period of less than ninety (90) days.

In the use of the premises, the Reservors shall conform to all laws and regulations applicable to the area, including, but not limited to all laws of the United States of America, and specifically those laws applicable to the National Park System, as set out in Title 16 of the United States Code; the general regulations of the Park Service, as set out in Title 36 of the Code of Federal Regulations and those special laws and regulations applicable in particular to the Channel Islands National Park, as are now in existence and as may be amended from time to time.

### 3. Preservation

The Reservors shall not add to or materially alter the character of existing improvements or structures or perform any new construction or change the topography of the land without first having obtained the written permission of the National Park Service, which permission may be given or withheld by the Park Service in its sole discretion as it may determine whether or not such additions, alterations, construction or change will be compatible with the administration of the Park and the preservation of its resources; however, any building or structure damaged or destroyed by fire or other casualty, or deteriorated by the elements or by wear and tear, may be maintained, repaired, renovated, remodeled or reconstructed by Reservors, at their expense, so long as the basic character of the building is not materially altered.

### 4. Maintenance of Reserved Premises

The Reservors shall keep the grounds of the Reserved Premises in a clean and neat condition and shall maintain all structures and improvements in good repair. The Reservors shall not commit waste on the premises. The Reservors are responsible for all costs arising out of their use and occupancy of the Reserved Premises, including all cost of maintenance and repair and all utility charges. The United States shall have no responsibility or obligation for any charges or expenses in connection with the Reserved Premises.

### 5. Precautions

The Reservors shall take reasonable care to avoid damage to adjacent or nearby Federal lands or property through the spread of fire originating on the Reserved Premises, through the spread of sewage or other polluting substances originating on the Reserved Premises, or by any other activities representing a

## **6. Taxes**

The Reservors are responsible for the payment of any taxes that may be levied against their interest in the Reserved Premises.

## **7. Liability**

The Reservors shall protect, indemnify and hold the United States harmless from any liability arising out of their use and occupancy of the Reserved Premises.

The Reservors shall, at their expense, carry such public liability insurance as is usual and customary by homeowners, provided such insurance is available at regular rates. The Park Service shall be furnished a copy of such insurance or evidence that coverage is not available from companies that provide liability insurance coverage in Santa Barbara County, California.

## **8. Insurance**

The Reservors shall be responsible for insuring their interest in the improvements and their personal property located on the Reserved Premises from damage or destruction by fire, wind and all other casualties whatsoever.

## **9. Transfer**

Reservors' right of use and occupancy of the Reserved Premises may be transferred and assigned, leased or subleased for not less than ninety (90) days by the Reservors or their heirs, successors or assigns provided the agreement for transfer and assignment, lease or sublease is subject to all of the conditions, restrictions and requirements of this reservation of use and occupancy. A copy of any such transfer or lease document shall be furnished to the National Park Service prior to the effective date of such transfer or lease.

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10. Term

The term of this reservation of use and occupancy shall commence upon the conveyance of the property to the United States of America and shall continue for a period of twenty-five (25) years from the date of the vesting of title in the Government.

11. Expiration\_of\_Term

The Reservors shall peacefully relinquish possession and control of the Reserved Premises upon the expiration of the terms of the right of use and occupancy. They shall leave the Reserved Premises in a neat and clean condition.

All structures, improvements, additions, replacements and betterments made by the Reservors which are so attached to the Reserved Premises and existing improvements that cannot be removed without material damage to the premises shall become the property of the Government. No structures or improvements not permanently attached to the land may be removed by the Reservors unless prior approval is obtained from the National Park Service that the method of removal will be accomplished with a minimum of damage to the premises.

Any and all other personal property left on the Reserved Premises upon the expiration of the term shall be deemed to have been abandoned by the Reservors and such property may be disposed of by the Park Service.

12. Access

The Reservors shall have rights of ingress and egress to use the dock at Becher's Bay, the airstrip, and existing roads on the island from the dock and airstrip for access to the Reserved Premises. Except for such roads and trails as may be closed from time to time for use by park visitors, Reservors shall also have the right to use all other roads and truck trails on the island for the operation of vehicles up to the size of one-ton trucks in

Exhibit B

ENLARGEMENT AREA

RESIDENTIAL USE AND OCCUPANCY - SANTA ROSA ISLAND

Scale 1" = 200'

